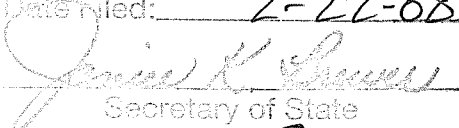



IGA File No.: 07-168
AG Contract No.: P001-2007-004041-11
Project No.:
Project: Bridge Inspection
Section:
TRACS No.: MAINTAGR
Budget Source Item No.: N/A

NO. 29707
Filed with the Secretary of State
Date Filed: 2-22-08

Secretary of State
By: 

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE MOHAVE COUNTY

THIS AGREEMENT is entered into this date February 22, 2008, pursuant to the Arizona Revised Statutes § 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the MOHAVE COUNTY, acting by and through its and Board of Supervisors (the "County"). The State and the County are collectively referred to as "Parties".

I. RECITALS

1. The State is empowered by Arizona Revised Statutes § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.

2. The County is empowered by Arizona Revised Statutes § 11-251 and 11-951 to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the County.

3. By order of 23 United States Code 151, the Federal Highway Administration (FHWA) in coordination with the American Association of State Highway and Transportation Officials (AASHTO) has implemented bridge inspection standards under 23 Code of Federal Regulations 650 subpart C, The National Bridge Inspection Standards (NBIS). The NBIS requires that State must inspect, or cause to be inspected, all highway bridges located on public roads, with some exceptions. The NBIS outline requirements for inspection frequency and procedures that each State's must follow, including routine, in-depth, underwater and fracture critical member inspections, load rating, and scour plans of action. Compliance with of the NBIS is a required component in order to be eligible for Federal-Aid Highway Bridge funding.

4. A County has the authority to perform NBIS inspections on its Public bridges. Currently, some County's throughout the State perform such inspections. This agreement does not preclude a County from requesting to perform NBIS inspections on its public bridges.

5. The parties wish to promote consistent inspection methodologies throughout the State.

6. The State will cover the cost of County bridge inspections through adjusting the percentage of Federal bridge funding allocated to off-system Highway Bridges.

7. The State and the County wish to enter into an agreement whereby County authorizes State to perform NBIS inspections on bridges owned or controlled by the County.

THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows.

II. DEFINITIONS:

NBI Inventoried Bridge;

A structure including supports erected over a depression or an obstruction, such as water, highway, or railway, and having a track or passageway for carrying traffic or other moving loads, and having an opening measured along the center of the roadway of more than 20 feet between undercopings of abutments or spring lines of arches, or extreme ends of openings for multiple boxes; it may also include multiple pipes, where the clear distance between the openings is less than half of the smaller contiguous opening.

National Bridge Inspection Standards (NBIS);

Federal regulations establishing requirements for Inspection procedures, frequency of inspections, qualifications of personnel, inspection reports, and preparation and maintenance of a State bridge inventory. The NBIS apply to all structures defined as bridges located on all public roads.

Public Road;

Any road under the jurisdiction of and maintained by a public authority and open to public travel.

III. SCOPE OF WORK

1. The State will:

- a. Inspect NBI inventoried bridges owned by County according to the NBIS.
- b. Communicate with County on a timely basis and inform County of the start date of the bridge inspection; and offer to meet with the designated representatives of County to discuss the inspection.
- c. Forward the copies of completed bridge inspection report documents to the County in a timely manner, if other activities are undertaken by the State, forward the copies of the relevant documents generated for these tasks to the County.
- d. Record the updated Bridge Inspection data in the ADOT database and transmit annually to the Federal Highway Administration (FHWA).
- e. The State will not carry out any recommended maintenance or repair activities for County bridges.

2. The County will:

- a. Allow and authorize the State to inspect NBI inventoried bridges owned by County according to NBIS.
- b. Grant the State any necessary Rights of Entry or permits at no fee for the completion of the State's tasks under this Agreement.
- c. Provide the State all the necessary relevant information and documents such as copies of bridge plans, average daily traffic counts, known deficiencies of the existing structures and additions/deletions to its bridge inventory.
- d. Notify the State of all new or existing structures that may meet the NBI inventoried bridge definition. Also notify the State of any NBI inventoried bridge removal, transfer, or change of ownership.
- e. Provide traffic control at no fee during the bridge inspections by the State when necessary.
- f. Once County performs the recommended repair work, forward the information and the completion date to the State.

III. MISCELLANEOUS PROVISIONS

1. State may carry out its activities under this Agreement through consultants.
2. The State will not carry out any maintenance or repair activities for local agency bridges.
3. On its own discretion, County may accompany State or Consultant bridge inspection team to the bridge site and actively participate in the inspection or be an observer.
4. County may obtain a second opinion at County expense whenever it does not agree with the State's findings and recommendations for bridge maintenance or repairs. A second opinion shall be obtained by hiring qualified bridge inspection engineers to perform an inspection per NBIS and accepted bridge inspection procedures and practices and submit the completed bridge inspection documents to the State for review and acceptance. The State will make a final recommendation.
5. The parties to this Agreement agree that neither party shall be indemnified or held harmless by the other party. However, the parties further agree that each party shall be responsible for its own negligence. Neither the State, nor any of its officers, employees, or contractors shall be liable for any damage occurring to the County structure nor liability for any damages liability to third party unless the State or its officers, employees, or contractors cause the damages.
6. This Agreement shall become effective upon filing with the Secretary of State.
7. This Agreement may be cancelled in accordance with Arizona Revised Statutes § 38-511.
8. The parties agree to submit any disputes arising under this Agreement to binding arbitration before the American Arbitration Association; except that are parties to the dispute other than the State and City venue shall lie in Maricopa County Superior Court, Phoenix Arizona.
9. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail, addressed as follows:

Arizona Department of Transportation

Joint Project Administration
205 S. 17th Avenue, Mail Drop 616E
Phoenix, Arizona 85007
(602) 712-7525
(602) 712-7424 Fax

Mohave County
Mohave County Public Works
Attn: Nicholas S. Hont, P.E.
Assistant Director
P O. Box 7000
Kingman, AZ 86402-7000
(928) 757-0910
(928) 718-7955 Fax

10. This Agreement is subject to all applicable provisions of the Americans with Disability Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable Federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this Agreement shall comply with Executive Order Number 99-4 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".

11. Non-Availability of Funds: Fulfillment of the obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the performance of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments as a result of termination under this paragraph.

12. In accordance with Arizona Revised Statutes § 11-952 (D) attached hereto and incorporated herein is the written determination of each party's legal counsel and that the parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

MOHAVE COUNTY


STATE OF ARIZONA

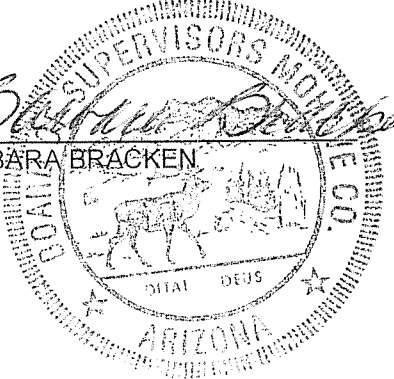
Department of Transportation

By 
PETE BYERS, CHAIRMAN
Board of Supervisors

By 
SAM MAROUFKHANI, P.E.
Deputy State Engineer, Development

ATTEST:

By 
BARBARA BRACKEN
Clerk



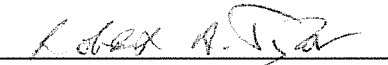
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ATTORNEY APPROVAL FORM FOR THE MOHAVE COUNTY

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the MOHAVE COUNTY an Agreement among public agencies which, has been reviewed pursuant to A.R.S. § 11-951 through § 11-954 and declare this Agreement to be in proper form and within the powers and authority granted to the County under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement.

DATED this 20th day of December, 2007


County Attorney

MOHAVE COUNTY RESOLUTION NO. 2008- 037

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA TO INSPECT INVENTORIED BRIDGES OWNED BY THE COUNTY ACCORDING TO THE NATIONAL BRIDGE INSPECTION STANDARDS (NBIS).

WHEREAS, the Board of supervisors of Mohave County met in regular session on January 22, 2008; and

WHEREAS, Mohave County desires to enter into an Intergovernmental Agreement; and

WHEREAS, Mohave County is empowered to enter into this agreement by virtue of provision of Arizona Revised Statutes § 11-251 and 11-951, and 28-6701, and the State of Arizona is empowered to enter into this agreement by virtue of the provisions of Arizona Revised Statutes § 28-401; and

NOW, THEREFORE BE IT RESOLVED that Mohave County Board of Supervisors hereby approves the Intergovernmental Agreement between Mohave County and the State of Arizona, and hereby authorizes the Chairman to enter into and execute said agreement on behalf of the County.

PASSED, APPROVED AND ADOPTED THIS 22ND DAY OF JANUARY, 2008

MOHAVE COUNTY BOARD OF SUPERVISORS

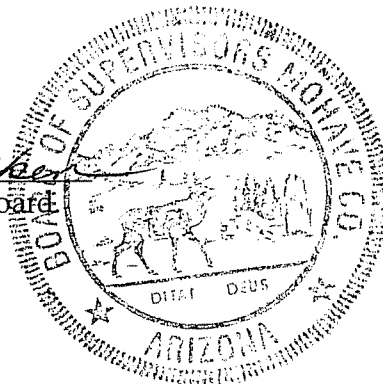
BY: Pete Byers


Pete Byers, Chairman

ATTEST

BY: Barbara Bracken

Barbara Bracken, Clerk of the Board



<p>TERRY GODDARD Attorney General</p>	 <p>OFFICE OF THE ATTORNEY GENERAL STATE OF ARIZONA</p>	<p>CIVIL DIVISION TRANSPORTATION SECTION Writer's Direct Line: 602.542.8849 Facsimile: 602.542.3646 E-mail: Joe.Acosta@azag.gov</p>
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INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. P0012007004041-11 (**JPA 07-168-I**), an Agreement between public agencies, i.e., The State of Arizona and The Mohave County, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the Undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED: February 12, 2008

TERRY GODDARD
Attorney General



JOE ACOSTA, JR.
Assistant Attorney General
Transportation Section

JA:mjf:144963
Attachment